

MILITARY WAIVER

DATE: _____

THIS MILITARY WAIVER, by and between _____, doing business as _____, hereinafter called Landlord; and _____ hereinafter called Resident(s).

The Rental Agreement dated _____ by and between Landlord and Resident(s) (the "Lease"), as written, is all inclusive and binding on Landlord and Resident(s), with the exception of the following amendments and/or revisions:

Please check one of the following boxes, as applicable:

I am currently either a "Servicemember" or "Dependent," as those terms are defined in 50 U.S.C. App. Section 511, *et seq.* (typically referred to as the Servicemembers Civil Relief Act or the "SCRA").

I agree that should I become either a "Servicemember" or "Dependent" during the term of the Lease, and/or I become a reserve member ordered to report for military service pursuant to Section 516 of the SCRA, that this Military Waiver shall be binding.

1. I understand this Military Waiver constitutes a written waiver of certain rights of a servicemember as set out herein and in accordance with Section 517 of the SCRA.
2. I waive any and all rights under Section 524 and Section 531 (b) of the SCRA to (i) request or be granted a 90 day continuance or stay of any court proceeding, (ii) continuance or stay of entry of a money judgment and/or an order of possession; or (iii) request or be granted a stay or further hearing of an eviction.
3. I understand Landlord may require that rent be paid by allotment in accordance with Section 531 (d) of the SCRA.
4. I understand that I am required to comply with the provisions of the Virginia Residential Landlord Tenant Act (the "VRLTA") including Section 55-248.21:1(A) of the Code of Virginia.
5. I understand that I retain the right to terminate the Lease prior to the end of its term, in accordance with the VRLTA and the Lease, but waive my right to terminate the Lease under Section 535(a) of the SCRA. I agree that if I am discharged from military service, that I must exercise my right to terminate the Lease within thirty (30) days after the effective date of my discharge.
6. I agree to notify Landlord in the event of any change in my military status, or if I receive military orders for a permanent change of station to depart 35 miles or more (radius) from the location of the dwelling unit, or to report to temporary duty in excess of three months' duration, and provide a written, official copy of such orders, or confirmation of change in military status, to Landlord. Landlord will advise Tenant whether such notice complies with the provisions of this Military Waiver Addendum, the Lease and the VRLTA.
7. This Military Waiver applies to rights and obligations specified herein and does not affect any other rights to which I may be entitled under the SCRA.

IN WITNESS WHEREOF, Landlord and Resident(s) have executed this Military Waiver on the dates reflected below.

WITNESS our signatures:

_____ Resident

_____ Date Signed

_____ Resident

_____ Date Signed

_____ Resident

_____ Date Signed

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